

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 07		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 49		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY CODE		PS22E/MCE		7. ADMINISTERED BY (If other than Item 6) CODE PS22E/MCE	
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		Procurement Office/PS22E George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(v)		9A. AMENDMENT OF SOLICITATION NO.	
COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802 Attn: Pat Hodges				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C	
				10B. DATED (SEE ITEM 13) December 4, 2003	
Code 4U825		FACILITY CODE 128960			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to NFS 1852.216-76 and Clause B.4 Evaluation of Performance Incentive Fee

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 65,967,188	\$ 2,654,629	(\$ 63,710)	\$ 1,429,417	(\$ 42,295)	\$ 69,945,229	\$ 59,036,075
This Mod	-0-	-0-	( 5,119)	-0-	-0-	(5,119)	-0-
New Total	\$ 65,967,188	\$ 2,654,629	(\$ 68,829)	\$ 1,429,417	(\$ 42,295)	\$ 69,940,110	\$ 59,036,075

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janice P. Burrough Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

Standard Form 30 Continued

1) This modification is issued to effect the following changes to implement the award fee board decision on fee in the amount of \$ 414,480 for the fourth evaluation period- 1 July, 2005 through 31 December 2005 pursuant to PEB Fee Determination Official's D & F dated March 20 , 2006 as follows:

2) Additionally this modification implements the award of performance incentive fee for the third evaluation period in the amount of \$ 236,384 pursuant to Clause B.4 and Attachment J-7 of the contract as follows:

Section B.2- ESTIMATED COST, AWARD FEE AND PERFORMANCE INCENTIVE FEE

Paragraph (a) The estimated cost of this contract is \$ 65,967,188 and remains unchanged. The maximum award fee is \$ 2,654,629 and remains unchanged. The unearned award fee is hereby increased by \$ 5,119 from \$ 63,710 to \$ 68,829. The maximum performance incentive fee is \$ 1,429,417 and remains unchanged. The unearned performance incentive fee is hereby increased by \$ 0 from \$ 42,295 to \$ 42,295. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$ 69,940,110.

Paragraph (b): the break out of estimated cost, maximum potential award fee, and maximum potential performance incentive fee is hereby changed as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/06	65,967,188	\$ 2,654,629	(\$ 68,829)	\$ 1,429,417	(\$ 42,295)	69,940,110

Paragraph (e) The amount of award fee which has been earned / unearned for 3<sup>rd</sup> evaluation period pursuant to this clause and the period to which said fee applies is hereby changed as follows:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 2004 - June 30 2004	\$ 456,881	\$ 28,131
July 1 2004 - December 31 2004	\$ 454,149	\$ 26,432
January 1 2005 - June 30 2005	\$ 420,299	\$ 9,147
July 31 2005 - December 31 2005	\$ 414,480	\$ 5,119
Total	\$1,745,809	( \$ 68,829)

Paragraph (f) The amount of incentive fee which has been earned / unearned for the 4th evaluation period pursuant to this clause and the period to which said fee applies is hereby changed as follows.

<u>Incentive Fee Evaluation Periods</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 2004 - June 30 2004	\$ 208,928	\$ 0
July 1 2004 - December 31 2004	\$ 269,221	\$ 0
January 1 2005 - June 30, 2005	\$ 199,391	\$ 42,295
July 1 2005 - December 31 2005	\$ 236,384	\$ 0
Total	\$ 913,924	(\$ 42,295)

(end of clause)

3) To effect the foregoing, Clause B.2 Estimated Cost , Award Fee and Performance Incentive Fee, is hereby deleted in its entirety and the revised Clause B.2, shown on replacement pages B-1 through B2-A, is substituted in lieu thereof.

4) In order to implement the contract changes resulting from this modification, the page (s) listed below is added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1, B-2, B-2A	B-1, B-2, B-2A

## **PART I - THE SCHEDULE**

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### **SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

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#### **B.1 Supplies And/Or Services To Be Furnished**

(a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.

(b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.

(c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

#### **B.2 Estimated Cost, Award Fee And Performance Incentive Fee**

(a) The estimated cost of this contract is \$65,967,188. The maximum award fee is \$2,654,629. The maximum performance incentive fee is \$1,429,417. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$69,940,110.

(b) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee for the base contract period is shown below:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/06	\$65,967,188	\$2,654,629	(\$68,829)	\$1,429,417	(\$42,295)	\$69,940,110

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 (1/1/07 – 12/31/07)	\$20,701,253	\$827,624	TBD	\$445,644	TBD	\$21,974,521
Option 2 (1/1/08 – 12/31/08)	\$20,861,538	\$835,827	TBD	\$450,061	TBD	\$22,147,426

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>	<u>Maximum Incentive</u>
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,599	\$236,384
01/01/06-06/30/06	5	\$421,631	\$237,480
07/01/06-12/31/06	6	\$418,360	\$235,718
01/01/07-06/30/07	7	\$413,812	\$222,822
07/01/07-12/31/07	8	\$413,812	\$222,822
1/01/08-06/30/08	9	\$417,914	\$225,031
07/01/08-12/31/08	10	\$417,913	\$225,030
		\$4,318,080	\$2,325,122

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 2004 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 2004 - December 31, 2004	\$ 454,149	\$ 26,432
January 1 2005 - June 30, 2005	\$ 420,299	\$ 9,147
July 1- 2005 - December 31, 2005	\$ 414,480	\$ 5,119
Total	\$1,745,809	(\$ 68,829)

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Incentive Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 2004 - June 30, 2004	\$ 208,928	\$-0-
July 1 2004 – December 31, 2004	\$ 269,221	\$-0-
January 1 2005 - June 30, 2005	\$ 199,391	\$ 42,295
July 1 2005 – December 31, 2005	\$236,384	\$-0-
Total	\$ 913,924	(\$ 42,295)

(End of Clause)

### **B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)**